

**3. Question Submitted by Senator Stevens, SGPS Graduate Senator** (for the May 26, 2010 Senate meeting)

On April 28, 2010, a “Framework Agreement” was signed between Queen’s University and the Alma Mater Society. When coming into effect in 2011, this agreement gives the AMS the “right to occupy and manage the Student Life Centre”, which will include the current John Deutsch University Centre and any future student life component of the greater Queen’s Centre project. The Society of Graduate and Professional Students was excluded from all negotiations and its place in the governance structure restricted to a representative position on the proposed Joint Liaison Committee.

Under what authority does the University's VP (Finance & Administration) and Associate Dean of Student Affairs (witness to the agreement) purport to assign the JDUC – a building that seeks “to remember and honour the members of the Queen's community fallen in war and, further, to acknowledge and celebrate the rich history and traditions of the University and its students, faculty, staff and alumni in their pursuit of the essential values of intellectual integrity, freedom of inquiry and the exchange of ideas, and the equal dignity of all persons” – to the Student Life Centre without approval of the JDUC Council and Queen's Senate, given that the JDUC Constitution states that “Council may, upon approval by a double two-thirds majority, i.e., two-thirds of student members present and two-thirds of all members present, recommend amendments to the Constitution of the John Deutsch University Centre to Queen's University Senate. At least thirty days notice shall be given to Council of any proposed amendment”.

***Response provided by C. Davis, Vice-Principal (Finance and Administration)***

The future of the JDUC was the object of discussion at a number of meetings of the JDUC Council and Executive, both of which have the SGPS President as a member. More recently, a number of meetings took place between the AMS and the Administration at which a Framework Agreement was negotiated. The intent of this agreement is to lay out certain elements that will form the basis of a future agreement with the AMS on the operation and management of the Student Life Centre. It would be the University’s preference for the AMS and the SGPS to be signatories to this future agreement.

Any aspects of this future agreement that impact on the JDUC will in due course be presented to both the JDUC Council and Executive for their approval and, in accordance with the provisions of the JDUC Constitution, any resulting amendments to the Constitution will be the subject of a recommendation to Senate.

## FRAMEWORK AGREEMENT

**BETWEEN:**

**QUEEN'S UNIVERSITY at KINGSTON**

**(QUEEN'S)**

and

**THE ALMA MATER SOCIETY**

**(AMS)**

**This framework agreement lays out certain elements that will form the basis of a future agreement with the AMS on the operation and management of the Student Life Centre. It is recognized that additional detail will need to be agreed to and incorporated into the final agreement before being finalized, however, in anticipation of good faith bargaining by both parties going forward the signatories agree to the following:**

**WHEREAS** a new building has been constructed on lands owned by Queen's University known as the Queen's Centre (the "Queen's Centre");

**AND WHEREAS** the AMS has substantially contributed to the funding of the Queen's Centre which will include a student life component (the Student Life Centre);

**AND WHEREAS** there exists an original Student Centre (JDUC) which was built in memory of Queen's students and graduates killed in World Wars I and II and has historical significance for the Queen's community which has housed some operations of Queen's and the AMS and the SGPS student governments;

**AND WHEREAS** the operation and funding of the Grey House and MacGillivray Brown Hall, other Student Life Centres, will be addressed in a separate document;

**AND WHEREAS** the primary purpose of the JDUC and the new Student Life Centre (henceforth referred to jointly as the Student Life Centre) is to offer a home to student governments, to provide facilities for student clubs, faculty societies and organizations, to accommodate social, recreational and cultural activities, and to house student, university and support services that meet the needs of student, faculty, staff and visitors and contribute to the vitality of the Centre and the University;

**AND WHEREAS** a secondary purpose is to conduct or to allow third parties to conduct activities for the use and convenience of students and staff and to generate revenue from such activities to partially fund the cost of operating the Student Life Centre;

**AND WHEREAS** in consideration of the historical relationship between Queen's and the AMS and the funding which has and will be provided by the AMS towards the construction of the Queen's Centre,

Queen's has agreed to grant to the AMS, for the term of this agreement, the right to occupy and manage the Student Life Centre, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

The parties agree that this Agreement shall be based on the following principles:

a) The Agreement shall be administered in such a way that promotes communication and collaboration between the parties to achieve the goals of the Student Life Centre, serve the greater good of the Queen's community, and meet the parties programming needs and the financial objectives of the Student Life Centre;

b) Any commercial or other opportunities will be developed in a way which will enhance the achievement of the programming and financial objectives of the Student Life Centre;

### **Term**

The term of this Agreement shall be for an initial period of two year commencing on the first day of May 2011 and ending on the 30th day of April 2013. If mutually agreeable the term of the agreement will be extended for a further 5 years commencing on the first day of May 2013 and ending on the 30<sup>th</sup> day of April 2018, subject to early termination clauses as outlined in the final agreement.

### **Renewal**

Provided that the Agreement remains in full force and effect at the end of the Term and any renewed Term, and the AMS is not in material default hereunder, then the AMS shall have the right to renew the Term for successive periods.

### **Space Allocation**

Queen's and the AMS shall jointly agree to, and allocate, all space in the Student Life Centre including which space is to be designated as Retail Space, keeping in mind the current designated use and occupant.

### **Commercial Tenants**

All Commercial Leases shall be approved and executed by Queen's as owner of the Student Life Centre and by the AMS as manager. The parties shall mutually agree what spaces are to be designated retail space and shall mutually agree upon the tenants.

### **Budget Process**

- a) The Student Life Centre shall strive to have a balanced operating budget that benefits from significant revenue generation and prudent cost containment.
- b) The AMS shall prepare an annual balanced budget which will ensure that there is sufficient revenue to meet the Operating, Administrative and Programming costs of the Student Life Centre and sufficient reserves for Student Life Centre minor capital expenditures.
- c) It is agreed that any revenues from Commercial Leases or other User Group Activities, such as space rental fees, shall be applied to reduce the Operating Costs of the Student Life Centre.

### **Operating Costs**

- a) Operating costs will be based on mutually agreed to service level agreements and industry benchmarks.
- b) Queen's PPS shall set a budget for Operating Costs for each Fiscal Year based on a dollar amount per square metre amount.
- c) AMS will allocate the Operating Costs in the Student Centres budget in accordance with a formula that all parties agree to.

### **Cost Allocation and Revenue Sharing**

Queen's will contribute to the costs of the Student Life Centre. Financial arrangements will be structured going forward based on a commitment to equitable cost allocation and appropriate revenue sharing.

### **Management**

- a) Queen's hereby authorizes the AMS to assume the overall management function of the Student Life Centre including responsibility for and supervision of, the day-to-day operations of the Student Life Centre, to the extent specifically set forth in the final agreement.
- b) The AMS will employ a full-time Facility Manager who will be the primary responsible agent for the management of the Student Life Centre including responsibility for communication between Queen's, service personnel, the occupants of the Student Life Centre and the Commercial Tenants.

c) The hiring committee for the selection of the Facility Manger shall include a minimum of one University representative or their respective designates.

**Compliance with Regulations**

The AMS is responsible for ensuring that all applicable laws, regulations and by-laws and all University policies, procedures and legal obligations are complied with in the conduct of the activities taking place within the Student Life Centre.

**Management Functions Retained by Queen's**

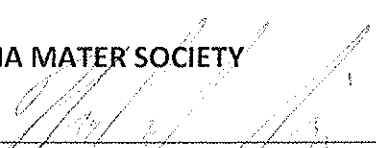
The AMS acknowledges that certain matters such as the provision of PPS services, security, building insurance etc. will remain the responsibility of Queen's.

**Joint Liaison Committee**

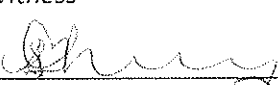
There shall be established a committee (hereinafter called the Joint Liaison Committee") composed of three members appointed by Queen's , three members appointed by the AMS, the Facility Manager and a representative appointed by the SGPS to consider and advise on issues of mutual interest.

**DATED** at Kingston, this 28<sup>th</sup> day of April, 2010

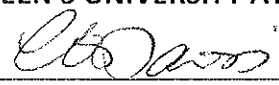
**ALMA MATER SOCIETY**

  
Per: Michael Ceci, President, 2009/10

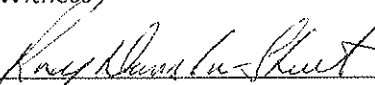
*Witness*

  
Safiah Chowdhury, President, 2010-11

**QUEEN'S UNIVERSITY AT KINGSTON**

  
Per: Caroline Davis, FCA  
Vice-Principal (Finance & Administration)

*Witness*

  
Roxy Denniston-Stewart  
Associate Dean, Student Affairs

## **CONSTITUTION OF THE JOHN DEUTSCH UNIVERSITY CENTRE**

### **PREAMBLE**

The John Deutsch University Centre is a student-centred community centre dedicated to enhancing the quality of student and campus life and to fostering a spirit of discovery. Its essence is students, faculty, staff and alumni gathering, celebrating, talking and learning. Envisioned and established, on behalf of these constituencies, as a partnership between the Alma Mater Society, the Society of Graduate and Professional Students and Queen's University, and built on the foundations of the Students' Memorial Union, the JDUC takes pride in a tradition of shared and autonomous governance.

The AMS, the SGPS and the University are committed to the JDUC as integral to the missions of both student government and the University and to the vitality of the broader learning environment. Underlying the commitment to a community centre is a vision of Queen's not as a loose collection of students, faculty and staff, but as a way of being together, and an understanding that knowing, teaching and learning are, at heart, communal acts. Underlying the commitment to a student-centred community centre is a vision of students fully engaged in the governance of the institution and in service to the Queen's and Kingston communities, indeed to the nation and the world at large, and the concomitant need for a place students can call their own - a place where they can relax and have fun, discover self and others, and build the student governments and clubs that are the vehicles of civic engagement.

The Students' Memorial Union since 1929, and the John Deutsch University Centre since 1976, have been the central memorial to the Queen's students and alumni who fell in World Wars I and II, the seat of student governments, and the principal home of the essential programs and services offered by students for students. Students, with strong support from alumni, were and are the driving force in the organizational and physical development of, first, the Union and, then, the Centre. Accordingly, students have always played an important role in their governance. The University, for its part, has long recognized the unique nature and purposes of the Union and Centre by granting them a significant degree of autonomy in their operations.

Now, at the dawn of the 21st century, the Principal has articulated a vision of Queen's as "the quality leader in Canadian higher learning, developing exceptional students and scholars for citizenship and leadership in a global society." This Constitution reflects the partners' commitment to supporting this goal, and builds on the Students' Memorial Union's and John Deutsch University Centre's models of service in precisely this regard. It affirms the student-centred character of the JDUC by according students an outright majority on a revamped governing council with greater, more clearly defined responsibilities. Moreover, while Queen's retains ownership of the JDUC and reserves the right to ensure management of the facility in accordance with University policies, it undertakes to exercise this right in a manner consistent with the values of the equal dignity and worth of the partners and the autonomy of their relationship in the JDUC.

## **PURPOSES OF THE JDUC**

The central purposes of the JDUC, as a student-centred community centre, shall be:

1. to remember and honour the members of the Queen's community fallen in war and, further, to acknowledge and celebrate the rich history and traditions of the University and its students, faculty, staff and alumni in their pursuit of the essential values of intellectual integrity, freedom of inquiry and the exchange of ideas, and the equal dignity of all persons;
2. to provide formal and informal gathering places for, and foster communication among and between, students, faculty, staff and alumni;
3. to offer a home to student governments, faculty societies, student clubs and organizations and the associated opportunities for self-directed programs and services;
4. to stimulate and facilitate cultural, educational, recreational and social programs that support the missions of student governments and the University; and
5. to house student, university and commercial services that meet the needs of students, faculty, staff and visitors and contribute to the vitality of the Centre.

## **COUNCIL**

### **Responsibilities**

Reporting to Queen's University Senate, the John Deutsch University Centre Council shall be responsible for the governance and oversight of the JDUC, including:

1. advancing the mission and purposes of the JDUC as a student-centred community centre;
2. developing, approving and implementing long-term plans;
3. determining the JDUC's program and program objectives and overseeing the implementation thereof;
4. commissioning and decommissioning sub-centres and the programs thereof;
5. establishing policies and regulations for the operation and use of the JDUC;
6. approving the JDUC's capital, operating and reserve budgets;
7. securing adequate financial resources to ensure the JDUC's long-term viability;
8. overseeing the management of the finances of the JDUC;
9. overseeing the management of the property of the JDUC, including approving all structural changes;
10. assigning and monitoring the use of space;
11. reviewing and making recommendations on all contractual arrangements into which the JDUC may enter;
12. preparing and reviewing periodically the job description of the Director;
13. fostering the integration of the JDUC with the Queen's and Kingston communities;
14. issuing an annual report on the JDUC's operations; and
15. evaluating periodically the JDUC's mission and Council's performance, role and composition, and making recommendations, as required, for their renewal.

## **Membership**

Council shall comprise fourteen members:

### Ex-officio

- Dean of Student Affairs
- Director, JDUC
- President, AMS
- President, SGPS
- Vice-President (Operations), AMS
- a Vice-President of the SGPS

### Appointed

- one alumnus appointed by the Alumni Association (three-year term, renewable once)
- one faculty member appointed by the Senate (three-year term, renewable once)
- one staff member appointed by the Senate (three-year term, renewable once)
- two persons, at least one of whom must be a student, appointed by the AMS Board of Directors (two-year term)
- three students at large, two undergraduates and one graduate, appointed by the Senate (staggered two- or three-year terms, renewable once subject to students' circumstances)

The terms of the alumnus, faculty and staff members shall be staggered in order that only one of the three will be renewed or replaced in any given year.

Terms of office shall begin on May 1 and end on April 30.

## **Chair and vice-chair**

Council shall select from its appointed members a chair and vice-chair to serve for staggered two-year terms.

## **Meetings**

Council shall normally meet five times per year, in May or June, September, November, January and March.

## **Quorum**

Quorum for meetings of Council shall be seven members, at least four of whom must be students.

## **By-laws**

Council may, upon approval of a double two-thirds majority, i.e., two-thirds of student members present and two-thirds of all members present, enact and repeal by-laws respecting its conduct and rules of order, the JDUC's cost-sharing formula and all such matters within its responsibility.



## **Committees**

Council may establish ad hoc and standing committees to carry out defined tasks, and shall prescribe the responsibilities, membership and terms of any such committees.

### **EXECUTIVE COMMITTEE**

#### **Responsibilities**

Accountable to the John Deutsch University Centre Council, the Executive Committee shall be responsible for:

1. advising the Director on management and operational issues;
2. preparing agendas for meetings of the Council;
3. conducting annual performance reviews of the Director;
4. establishing the committee to advise the Dean of Student Affairs on the appointment or reappointment of the Director; and
5. undertaking such other tasks as may be referred to it from time to time by the Council.

#### **Membership**

The Executive Committee shall comprise four members:

- Dean of Student Affairs
- Director, JDUC
- President, AMS
- President, SGPS

#### **Chair**

The chair of the Executive Committee shall be the Dean of Student Affairs.

#### **Meetings**

The Executive Committee shall meet monthly, or more often as required at the discretion of members.

### **DIRECTOR**

#### **Responsibilities**

Accountable to the John Deutsch University Centre Council, the Director of the John Deutsch University Centre shall be responsible for:

1. serving as trustee and chief executive officer of the partnership;
2. providing leadership to the JDUC;
3. ensuring that the mission of the JDUC is carried out to a high degree of quality;
4. initiating, and participating in, long-term planning;

5. proposing, developing, implementing and evaluating programs and services consistent with the mission and long-term plans of the JDUC;
6. managing space allocation;
7. managing common areas and rooms;
8. overseeing the maintenance of the JDUC's physical plant, ensuring the integrity of the building and building systems, and the health, safety, security and comfort of building occupants and users;
9. identifying priorities for capital renewal;
10. developing and administering policies and regulations for the operation and use of the JDUC;
11. producing, and ensuring implementation of, annual plans and the capital, operating and reserve budgets;
12. maintaining accounts and records;
13. arranging for audits, as required, of the JDUC's financial statements;
14. negotiating and administering all contractual agreements into which the JDUC may enter;
15. planning for and managing the human resources of the JDUC;
16. ensuring that the JDUC operates within general University policies and procedures and within all relevant municipal, provincial and federal statutes;
17. consulting routinely with the JDUC's partners, Queen's departments and organizations and external agencies;
18. proposing, developing, implementing and evaluating the JDUC's public relations and communications; and
19. reporting regularly to JDUC Council.

### **Terms of Employment**

The Director shall be an employee of the University and have a reporting relationship to the Dean of Student Affairs. S/He shall hold a five-year appointment, subject to renewal upon review.

### **AMENDMENT**

Council may, upon approval by a double two-thirds majority, i.e., two-thirds of student members present and two-thirds of all members present, recommend amendments to the Constitution of the John Deutsch University Centre to Queen's University Senate. At least thirty days notice shall be given to Council of any proposed amendment.